

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re: ALEXANDER E. JONES, Debtor.	§ § § § § §	Chapter 11 Case No. 22-33553
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**APPLICATION TO EMPLOY BROKER TO ASSIST IN THE SALE OF
5240 MCCORMICK MOUNTAIN DRIVE**

THIS MOTION SEEKS AN ORDER THAT MAY ADVERSELY AFFECT YOU. IF YOU OPPOSE THE MOTION, YOU SHOULD IMMEDIATELY CONTACT THE MOVING PARTY TO RESOLVE THE DISPUTE. IF YOU AND THE MOVING PARTY CANNOT AGREE, YOU MUST FILE A RESPONSE AND SEND A COPY TO THE MOVING PARTY. YOU MUST FILE AND SERVE YOUR RESPONSE WITHIN 21 DAYS OF THE DATE THIS WAS SERVED ON YOU. YOUR RESPONSE MUST STATE WHY THE MOTION SHOULD NOT BE GRANTED. IF YOU DO NOT FILE A TIMELY RESPONSE, THE RELIEF MAY BE GRANTED WITHOUT FURTHER NOTICE TO YOU. IF YOU OPPOSE THE MOTION AND HAVE NOT REACHED AN AGREEMENT, YOU MUST ATTEND THE HEARING. UNLESS THE PARTIES AGREE OTHERWISE, THE COURT MAY CONSIDER EVIDENCE AT THE HEARING AND MAY DECIDE THE MOTION AT THE HEARING.

REPRESENTED PARTIES SHOULD ACT THROUGH THEIR ATTORNEY.

TO THE HONORABLE CHRISTOPHER M. LOPEZ,
UNITED STATES BANKRUPTCY JUDGE:

Alexander E. Jones (“Debtor”), debtor and debtor-in-possession in the above-captioned Chapter 11 case (the “Chapter 11 Case”) hereby files this application (the “Application”), pursuant to Sections 105(a), 327(a), and 1107 of the Title 11 of the United States Code (the “Bankruptcy Code”); Rule 2014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”); and Rule 2014-1 of the Local Bankruptcy Rules for the Southern District of Texas (the “Local Rules”), for permission to employ a real estate broker to assist in the sale (the “Proposed Sale”) of Debtor’s

property located at 5240 McCormick Mountain Drive, Austin, Texas 78734 (the “Lakehouse Property”). Debtor requests entry of an order, substantially in the form attached, authorizing Debtor to retain and employ Keller Williams Realty, and its related subsidiary entities, pursuant to the terms and conditions set forth in the Exclusive Sales Listing Agreement attached as Exhibit “A,” (the “Listing Agreement”).

In support of its motion to employ Keller Williams Realty as a professional to assist in the marketing and sale of the Lakehouse Property, Debtor submits and fully incorporates by reference the *Declaration of Jaymes Willoughby in Support of Debtor’s Application to Employ Broker to Assist in the Sale of 5240 McCormick Mountain Drive* (the “Willoughby Declaration”), which is attached as Exhibit “B.” Debtor further represents:

I. JURISDICTION, VENUE, AND STATUTORY PREDICATE

1. This Court has jurisdiction over this Motion under 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. §§ 157(b)(2). Venue for this proceeding and Application is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The bases for the relief requested herein are Sections 105 and 327(a) of the Bankruptcy Code, Bankruptcy Rules 6004 and 2002, and Local Rule 2014-1.

II. BACKGROUND

3. On December 2, 2022 (the “Petition Date”), Debtor filed his voluntary petition for relief under the Bankruptcy Code. Debtor has continued possession and is managing as debtor-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

4. An official committee of unsecured creditors (the “Official Committee”) was appointed in this Chapter 11 Case on December 13, 2022 [Docket No. 42].

5. Debtor possesses real property in need of liquidation. One such property is the Lakehouse Property.

6. Debtor submits that the Lakehouse Property is free and clear of any liens or other similar interests apart from his own.

III. THE PROPOSED SALE

7. For the reasons set forth herein, and in the exercise of his business judgment, Debtor has decided to market the Lakehouse Property, with the ultimate goal of obtaining the highest sale price to maximize the value for Debtor's estate. Debtor believes that this Proposed Sale is in the best interest of Debtor and his creditors.

8. To complete the sale of the Lakehouse Property, this Court must authorize Debtor to employ professionals, such as a real estate broker or brokerage firm.

9. Such sale is in consultation with the Official Committee and will be conducted pursuant to the Bankruptcy Rules, the Bankruptcy Code, and the Order on *Debtor's Motion for Order (1) Authorizing Sale of Property Free and Clear of All Liens, Claims, and Encumbrances and (2) Granting Relief* ("Debtor's Previous Motion"). Debtor's Previous Motion was provided to the Official Committee for comment prior to filing.

10. Debtor has already appraised the Lakehouse Property. The Lakehouse Property was valued in late 2022 at around \$1,750,000.

IV. THE BROKERAGE FIRM

11. Debtor wishes to employ Keller Williams Realty, 1801 S. Mopac Blvd., Ste. 100, Austin, TX 78746, as the broker for the sale of Debtor's interest in the Lakehouse Property.

12. It is necessary to employ the services of Keller Williams Realty to assist in the sale of Debtor's Lakehouse Property because Keller Williams Realty is one of the premier real estate

firms with over 180,000 associates across the globe. Keller Williams Realty's Austin Southwest Office is the top producing brokerage in Austin, Texas, and their knowledge of real estate like the Lakehouse make them a reliable brokerage firm for this Sale.

13. Debtor anticipates that Keller Williams Realty will provide general real estate brokerage services (the "Brokerage Services") to the Debtor in connection with the Chapter 11 Case, including, without limitation, pre-marketing due diligence on the Lakehouse Property, developing a customized marketing campaign, and otherwise using its best efforts to secure one or more satisfactory buyers to purchase the Lakehouse Property. A more detailed description of the scope of Brokerage Services that Keller Williams Realty intends to provide to the Debtor is set forth in the Listing Agreement, which, by reference, is fully incorporated into this Application.

14. Keller Williams Realty was selected to assist in the marketing and sale of the Lakehouse Property because of their considerable experience in the sale of homes and lake houses.

15. To the best of the Debtor's knowledge and belief, Keller Williams Realty is disinterested as that term is defined in 11 U.S.C. §101(14) and holds no interest adverse to or in connection with the Debtor, creditors of the Estate, any other party in interest or their respective attorneys and accountants. The Declaration of Jaymes Willoughby, Broker is attached hereto.

16. Based on Keller Williams Realty's extensive brokerage experience and expertise, Debtor submits that Keller Williams Realty is both well qualified and uniquely capable of representing the Debtor as their real estate broker in this Chapter 11 Case, pursuant to Section 327(a) of the Bankruptcy Code.

17. WHEREFORE, Debtor prays that it be authorized to employ Keller Williams Realty as real estate broker to render services as set forth above with the compensation to be paid as an administrative expense and such other amounts as this Court may allow.

V. PROFESSIONAL COMPENSATION & EXPENSE REIMBURSEMENT

18. Subject to the Court's approval and pursuant to the Listing Agreement, Keller Williams Realty will charge the Debtor a commission of 6% of the gross sales price relating to the sale of the Lakehouse Property. The 6% structure is consistent with and typical of fees charged by other brokerage firms for comparable services under similar circumstances. Debtor believes that the fees charged by Keller Williams Realty are reasonable, market-based, and designed to compensate Keller Williams Realty fairly for the work of its professionals and to cover fixed and routine expenses.

19. Keller Williams Realty has been informed and understands that no sale may be consummated, and no commission paid, until after notice and a hearing on the proposed sale, and until after such time as the Court approves the sale. Debtor further seeks that upon approval of such sale, that the commission for Keller Williams Realty be approved per the terms of the Listing Agreement without further need for fee application.

VI. RELIEF REQUESTED AND BASIS FOR RELIEF

20. Section 327(a) of the Bankruptcy Code provides that a debtor, subject to Court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the trustee in carrying out the trustee's duties under this title.

11 U.S.C. § 327(a).

21. Bankruptcy Rule 2014(a) requires that a retention application include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors,

any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

22. By this Application, the Debtor seeks entry of an order, substantially in the form attached, authorizing the Debtor to retain and employ Keller Williams Realty as its real estate broker, pursuant to the terms and conditions of the Listing Agreement.

A. Keller Williams Realty's Retention Is Necessary and in the Best Interest of the Debtor's Estate.

23. Keller Williams Realty's considerable experience representing sellers of properties of all kinds, in all markets, and all economic cycles is evidence that the immediate retention of Keller Williams Realty as Debtor's real estate broker is both necessary and in the best interest of the Debtor's estate.

B. Keller Williams Realty] Neither Holds nor Represents Any Interest Adverse to the Debtor's Estate and Is a Disinterested Person within the Meaning of Section 101(14) of the Bankruptcy Code.

24. To the best of the Debtor's knowledge, information and belief, and except as disclosed in this Application and in the Willoughby Declaration, Keller Williams Realty: (i) does not represent, and does not hold, any interest adverse to the Debtor's estate; and (ii) is a "disinterested person" within the meaning of Section 101(14) of the Bankruptcy Code and has no connection to the Debtor, its creditors, or other parties-in-interest.

25. Keller Williams Realty has informed Debtor that it will use all reasonable efforts to see that no conflicts or other disqualifying circumstances exist or arise during the pendency of this Chapter 11 Case. If any new material facts or relationships are discovered or arise, Keller Williams Realty will use all reasonable efforts to identify them and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014.

VII. CONCLUSION

WHEREFORE, Debtor respectfully requests that this Court enter an order (i) granting this Application; (ii) authorizing the Debtor to employ, retain, and ultimately compensate Keller Williams Realty as the Debtor's real estate broker, pursuant to the terms and conditions set forth in the Listing Agreement; and (iii) granting such other relief as the Court deems appropriate under the presented facts and circumstances.

Dated: December 21, 2023

CROWE & DUNLEVY, P.C.

By: /s/ Vickie L. Driver
Vickie L. Driver
State Bar No. 24026886
Christina W. Stephenson
State Bar No. 24049535
2525 McKinnon Street, Suite 425
Dallas, TX 75201
Telephone: 214.420.2163
Facsimile: 214.736.1762
Email: vickie.driver@crowedunlevy.com
Email:
crissie.stephenson@crowedunlevy.com

COUNSEL FOR DEBTOR

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing pleading was served upon all parties registered to receive notices via the Court's ECF noticing system on this 21st day of December 2023.

/s/ Vickie L. Driver
Vickie L. Driver

Exhibit A

Listing Agreement



RESIDENTIAL REAL ESTATE LISTING AGREEMENT EXCLUSIVE RIGHT TO SELL

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2022

1. PARTIES: The parties to this agreement (this Listing) are:

Seller: **Alex E Jones**

Address: **5240 McCormick Mountain Dr**

City, State, Zip: **Austin, TX 78734**

Phone:

Email/Fax: **bschleizer@blackbriaradvisors.com**

Email/Fax:

Broker: **Keller Williams Realty**

Address: **1801 S Mopac Blvd STE 100**

City, State, Zip: **Austin, TX 78746**

Phone: **(512)347-9599**

Email/Fax: **listings@jwteam.com**

Email/Fax:

Seller appoints Broker as Seller's sole and exclusive real estate agent and grants to Broker the exclusive right to sell the Property.

2. PROPERTY: "Property" means the land, improvements, and accessories described below, except for any described exclusions.

A. Land: Lot **3**, Block **LOT 3 BACK OF THE MOON SUBD**, **AMENDED PLAT OF** Addition, City of **Austin**, in **Travis** County, Texas known as **5240 McCormick Mountain Dr, 78734** (address/zip code), or as described on attached exhibit. (If Property is a condominium, attach Condominium Addendum.)

B. Improvements: The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following **permanently installed and built-in items**, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property attached to the above-described real property.

C. Accessories: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above-ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, security systems that are not fixtures, and controls for: (i) garage doors, (ii) entry gates, and (iii) other improvements and accessories. "Controls" includes Seller's transferable rights to the (i) software and applications used to access and control improvements or accessories, and (ii) hardware used solely to control improvements or accessories.

D. Exclusions: The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: **See Seller's Disclosure & addendum**

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E. Owners' Association: The Property ☒ is ☐ is not subject to mandatory membership in a property owners' association.

3. **LISTING PRICE:** Seller instructs Broker to market the Property at the following price: \$ 1,750,000 (Listing Price). Seller agrees to sell the Property for the Listing Price or any other price acceptable to Seller. Seller will pay all typical closing costs charged to sellers of residential real estate in Texas (seller's typical closing costs are those set forth in the residential contract forms promulgated by the Texas Real Estate Commission).

4. **TERM:**

A. This Listing begins on November 28, 2023 and ends at 11:59 p.m. on May 16, 2024.

B. If Seller enters into a binding written contract to sell the Property before the date this Listing begins and the contract is binding on the date this Listing begins, this Listing will not commence and will be void.

5. **BROKER COMPENSATION:**

A. When earned and payable, Seller will pay Broker:

☒ (1) 6.000 % of the sales price.

☐ (2) _____.

B. Earned: Broker's compensation is earned when any one of the following occurs during this Listing after approval by the bankruptcy court, as required:

- (1) Seller sells, exchanges, options, agrees to sell, agrees to exchange, or agrees to option the Property to anyone at any price on any terms;
- (2) Broker individually or in cooperation with another broker procures a buyer ready, willing, and able to buy the Property at the Listing Price or at any other price acceptable to Seller; or
- (3) Seller breaches this Listing.

C. Payable: Once earned, Broker's compensation is payable either during this Listing or after it ends at the earlier of:

- (1) the closing and funding of any sale or exchange of all or part of the Property;
- (2) Seller's refusal to sell the Property after Broker's compensation has been earned;
- (3) Seller's breach of this Listing; or
- (4) at such time as otherwise set forth in this Listing.

Broker's compensation is not payable if a sale of the Property does not close or fund as a result of: (i) Seller's failure, without fault of Seller, to deliver to a buyer a deed or a title policy as required by the contract to sell; (ii) loss of ownership due to foreclosure or other legal proceeding; or (iii) Seller's failure to restore the Property, as a result of a casualty loss, to its previous condition by the closing date set forth in a contract for the sale of the Property.

D. Other Compensation:

- (1) Breach by Buyer Under a Contract: If Seller collects earnest money, the sales price, or damages by suit, compromise, settlement, or otherwise from a buyer who breaches a contract for the sale of the Property entered into during this Listing, Seller will pay Broker, after deducting attorney's fees and collection expenses, an amount equal to the lesser of one-half of the amount collected after deductions or the amount of the Broker's Compensation stated in Paragraph 5A. Any amount paid under this Paragraph 5D(1) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property.

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(2) Service Providers: If Broker refers Seller or a prospective buyer to a service provider (for example, mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5D(2) is in addition to any other compensation Broker may receive under this Listing.

(3) Other Fees and/or Reimbursable Expenses: _____

E. Protection Period:

- (1) "Protection period" means that time starting the day after this Listing ends and continuing for 0 days. "Sell" means any transfer of any fee simple interest in the Property whether by oral or written agreement or option.
- (2) Not later than 10 days after this Listing ends, Broker may send Seller written notice specifying the names of persons whose attention was called to the Property during this Listing. If Seller agrees to sell the Property during the protection period to a person named in the notice or to a relative of a person named in the notice, Seller will pay Broker, upon the closing of the sale, the amount Broker would have been entitled to receive if this Listing were still in effect.
- (3) This Paragraph 5E survives termination of this Listing. This Paragraph 5E will not apply if:
- (a) Seller agrees to sell the Property during the protection period;
 - (b) the Property is exclusively listed with another broker who is a member of Texas REALTORS® at the time the sale is negotiated; and
 - (c) Seller is obligated to pay the other broker a fee for the sale.

F. County: All amounts payable to Broker are to be paid in cash in Hays, Travis, Williamson County, Texas.

G. Escrow Authorization: Seller authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the purchase or acquisition of the Property to collect and disburse to Broker all amounts payable to Broker under this Listing.

6. **LISTING SERVICES:**

Notice Regarding Public Marketing: If the Property is publicly marketed, MLS rules require that Broker file this Listing with the Multiple Listing Services (MLS) within one (1) business day. Public marketing includes, but is not limited to, fliers displayed in the windows, yard signs, digital marketing on public-facing websites, brokerage website displays (including IDX and VOW), digital communications marketing (email blasts), multi-brokerage listing sharing networks, and other applications available to the general public.

A. Filing: Seller instructs Broker as follows: *(Check 1 or 2 only.)*

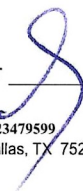
- ☒ (1) Broker will file this Listing with one or more Multiple Listing Services (MLS) according to the following: *(Check only one box.)*
- ☐ (a) Broker will file this Listing with one or more Multiple Listing Services (MLS) by the earlier of the time required by MLS rules or 5 days after the date this Listing begins. Seller authorizes Broker to submit information about this Listing and the sale of the Property to the MLS.
- ☒ (b) Seller instructs Broker not to file this Listing with one or more Multiple Listing Services (MLS) until TBD days after the date this Listing begins for the following purpose(s): on market date shall be determined by staging and photography
(NOTE: Do not check if prohibited by Multiple Listing Service(s).)

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Residential Listing concerning 5240 McCormick Mountain Dr
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Notice Regarding MLS Rules: MLS rules require Broker to accurately and timely submit all information the MLS requires including final closing of sales and sales prices. MLS rules may require that the information be submitted to the MLS throughout the time the Listing is in effect. Subscribers to the MLS and appraisal districts may use the information for market evaluation or appraisal purposes. Subscribers are other brokers, agents, and real estate professionals such as appraisers. Any information filed with the MLS becomes the property of the MLS for all purposes. **Submission of information to MLS ensures that persons who use and benefit from the MLS also contribute information.**

- ☐ (2) Broker will not file this Listing with any Multiple Listing Services (MLS) or other listing service.

Seller acknowledges and understands that if this option is checked: (1) the Property will not be publicly marketed; (2) the Property will not be included in the MLS database available to real estate agents and brokers from other real estate offices who subscribe to and participate in the MLS, and their buyer clients may not be aware that the Property is offered for sale; (3) the Property will not be included in the MLS's download to various real estate Internet sites that are used by the public to search for property listings; and (4) real estate agents, brokers, and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property. Seller further acknowledges and understands that if this option is checked, and the Property is publicly marketed by anyone, including Seller, MLS rules require that Broker file this Listing with the MLS within one (1) business day.

- B. Listing Content: If Broker files this Listing under Paragraph 6A, the parties agree to the following:

(1) Definitions:

- (a) "Listing Content" means all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property.
 - (b) "Seller Listing Content" means Listing Content provided by Seller to Broker or Broker's associates.
 - (c) "Broker Listing Content" means Listing Content that is otherwise obtained or produced by Broker or Broker's associates in connection with this Listing.
- (2) Seller grants Broker a non-exclusive, irrevocable, worldwide, royalty-free license to use, sublicense through multiple tiers, publish, display, and reproduce the Seller Listing Content, to prepare derivative works of the Seller Listing Content, and to distribute the Seller Listing Content, including any derivative works of the Seller Listing Content. This Paragraph 6B(2) survives termination of this Listing.
- (3) All Broker Listing Content is owned exclusively by Broker, and Seller has no right, title or interest in or to any Broker Listing Content.
- (4) Seller understands and agrees that both the Seller Listing Content and Broker Listing Content, including any changes to such content, may be filed with the MLS, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced.

7. ACCESS TO THE PROPERTY:

- A. Authorizing Access: Authorizing access to the Property means giving permission to another person to enter the Property, disclosing to the other person any security codes necessary to enter the Property, and lending a key to the other person to enter the Property, directly or through a keybox. To facilitate the showing and sale of the Property, Seller instructs Broker to:
- (1) access the Property at reasonable times;

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- (2) authorize other brokers, their associates, inspectors, appraisers, and contractors to access the Property at reasonable times; and
(3) duplicate keys to facilitate convenient and efficient showings of the Property.

B. Scheduling Companies: Broker may engage the following companies to schedule appointments and to authorize others to access the Property: Showing Time.

C. Keybox: A keybox is a locked container placed on the Property that holds a key to the Property. A keybox makes it more convenient for brokers, their associates, inspectors, appraisers, and contractors to show, inspect, or repair the Property. The keybox is opened by a special combination, key, or programmed device so that authorized persons may enter the Property, even in Seller's absence. Using a keybox will probably increase the number of showings, but involves risks (for example, unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.

(1) Broker ☒ is ☐ is not authorized to place a keybox on the Property.

(2) If a tenant occupies the Property at any time during this Listing, Seller will furnish Broker a written statement (for example, TXR No. 1411), signed by all tenants, authorizing the use of a keybox or Broker may remove the keybox from the Property.

D. Liability and Indemnification: When authorizing access to the Property, Broker, other brokers, their associates, any keybox provider, or any scheduling company are not responsible for personal injury or property loss to Seller or any other person. Seller assumes all risk of any loss, damage, or injury. **Except for a loss caused by Broker, Seller will indemnify and hold Broker harmless from any claim for personal injury, property damage, or other loss.**

8. **COOPERATION WITH OTHER BROKERS**: Broker will allow other brokers to show the Property to prospective buyers. Broker will offer to pay the other broker a fee as described below if the other broker procures a buyer that purchases the Property.

A. MLS Participants: If the other broker is a participant in the MLS in which this Listing is filed, Broker will offer to pay the other broker:

- (1) if the other broker represents the buyer: 3.000 % of the sales price or \$ _____; and
(2) if the other broker is a subagent: _____ % of the sales price or \$ _____.

B. Non-MLS Brokers: If the other broker is not a participant in the MLS in which this Listing is filed, Broker will offer to pay the other broker:

- (1) if the other broker represents the buyer: 3.000 % of the sales price or \$ _____; and
(2) if the other broker is a subagent: _____ % of the sales price or \$ _____.

9. **INTERMEDIARY**: (Check A or B only.)

☒ A. Intermediary Status: Broker may show the Property to interested prospective buyers who Broker represents. If a prospective buyer who Broker represents offers to buy the Property, Seller authorizes Broker to act as an intermediary and Broker will notify Seller that Broker will service the parties in accordance with one of the following alternatives.

- (1) If a prospective buyer who Broker represents is serviced by an associate other than the associate servicing Seller under this Listing, Broker may notify Seller that Broker will: (a) appoint the associate then servicing Seller to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Seller; and (b) appoint the associate then servicing the prospective buyer to the prospective buyer for the same purpose.

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- (2) If a prospective buyer who Broker represents is serviced by the same associate who is servicing Seller, Broker may notify Seller that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospective buyer; and (b) appoint the associate servicing the Seller under this Listing to the Seller for the same purpose.
- (3) Broker may notify Seller that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.

- ☐ B. No Intermediary Status: Seller agrees that Broker will not show the Property to prospective buyers who Broker represents.

Notice: If Broker acts as an intermediary under Paragraph 9A, Broker and Broker's associates:

- ♦ may not disclose to the prospective buyer that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller;
- ♦ may not disclose to Seller that the prospective buyer will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospective buyer;
- ♦ may not disclose any confidential information or any information Seller or the prospective buyer specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;
- ♦ may not treat a party to the transaction dishonestly; and
- ♦ may not violate the Real Estate License Act.

10. CONFIDENTIAL INFORMATION: During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Seller except as authorized by Seller or required by law. Broker may not disclose to Seller any confidential information regarding any other person Broker represents or previously represented except as required by law.

11. BROKER'S AUTHORITY:

- A. Broker will use reasonable efforts and act diligently to market the Property for sale, procure a buyer, and negotiate the sale of the Property.
- B. If box 6A(1) is checked, Broker is authorized to display this Listing on the Internet without limitation unless one of the following is checked:

- ☐ (1) Seller does not want this Listing to be displayed on the Internet.
- ☐ (2) Seller does not want the address of the Property to be displayed on the Internet.

Notice: Seller understands and acknowledges that, if box 11B(1) is checked, consumers who conduct searches for listings on the Internet will not see information about this Listing in response to their search.

- C. Broker is authorized to market the Property with the following financing options:

- | | |
|--|--|
| <input checked="" type="checkbox"/> (1) Conventional | <input type="checkbox"/> (5) Texas Veterans Land Program |
| <input checked="" type="checkbox"/> (2) VA | <input type="checkbox"/> (6) Owner Financing |
| <input checked="" type="checkbox"/> (3) FHA | <input type="checkbox"/> (7) Other |
| <input checked="" type="checkbox"/> (4) Cash | |

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D. In accordance with applicable MLS rules as outlined in Paragraph 6, Broker may:

- (1) advertise the Property by means and methods as Broker determines, including but not limited to creating and placing advertisements with interior and exterior photographic and audio-visual images of the Property and related information in any media and the Internet;
- (2) place a "For Sale" sign on the Property and remove all other signs offering the Property for sale or lease;
- (3) furnish comparative marketing and sales information about other properties to prospective buyers;
- (4) disseminate information about the Property to other brokers and to prospective buyers, including applicable disclosures or notices that Seller is required to make under law or a contract;
- (5) obtain information from any holder of a note secured by a lien on the Property;
- (6) accept and deposit earnest money in trust in accordance with a contract for the sale of the Property;
- (7) disclose the sales price and terms of sale to other brokers, appraisers, or other real estate professionals;
- (8) in response to inquiries from prospective buyers and other brokers, disclose whether the Seller is considering more than one offer (Broker will not disclose the terms of any competing offer unless specifically instructed by Seller);
- (9) advertise, during or after this Listing ends, that Broker "sold" the Property; and
- (10) place information about this Listing, the Property, and a transaction for the Property on an electronic transaction platform (typically an Internet-based system where professionals related to the transaction such as title companies, lenders, and others may receive, view, and input information).

E. Broker is not authorized to execute any document in the name of or on behalf of Seller concerning the Property.

12. SELLER'S REPRESENTATIONS: Except as provided by Paragraph 15, Seller represents that:

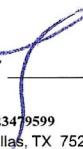
- A. Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures, unless rented, and the legal capacity to convey the Property;
- B. Seller is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
- C. any pool or spa and any required enclosures, fences, gates, and latches comply with all applicable laws and ordinances;
- D. no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
- E. Seller is current and not delinquent on all loans and all other financial obligations related to the Property, including but not limited to mortgages, home equity loans, home improvement loans, homeowner association fees, and taxes, except _____;
- F. Seller is not aware of any liens or other encumbrances against the Property, except **any unpaid mortgage loans on the property.** _____;
- G. the Property is not subject to the jurisdiction of any court;
- H. all information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge;
- I. the name of any employer, relocation company, or other entity that provides benefits to Seller when selling the Property is: _____;
- J. the Seller Listing Content, and the license granted to Broker for the Seller Listing Content, do not violate or infringe upon the rights, including any copyright rights, of any person or entity; and
- K. Seller is aware of the Property being located in the following public improvement district (PID), municipal utility district (MUD), or other statutorily created districts providing water, sewer, drainage, or flood control facilities and services (list all that Seller is aware of): _____.

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and Seller



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5240 McCormick Mountain Dr
Austin, TX 78734

Residential Listing concerning _____

13. SELLER'S ADDITIONAL PROMISES: Seller agrees to:

- A. cooperate with Broker to facilitate the showing, marketing, and sale of the Property;
- B. not rent or lease the Property during this Listing without Broker's prior written approval;
- C. not negotiate with any prospective buyer who may contact Seller directly, but refer all prospective buyers to Broker;
- D. not enter into a listing agreement with another broker for the sale, exchange, lease, or management of the Property to become effective during this Listing without Broker's prior written approval;
- E. if box 6A(2) is checked, promptly inform Broker in the event Seller becomes aware that the Property has been publicly marketed;
- F. maintain any pool and all required enclosures in compliance with all applicable laws and ordinances;
- G. provide Broker with copies of any leases or rental agreements pertaining to the Property and advise Broker of tenants moving in or out of the Property;
- H. complete any disclosures or notices required by law or a contract to sell the Property; and
- I. amend any applicable notices and disclosures if any material change occurs during this Listing.

14. LIMITATION OF LIABILITY:

- A. If the Property is or becomes vacant during this Listing, Seller must notify Seller's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.
- B. **Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker's negligence, including but not limited to injuries or damages caused by:**
 - (1) other brokers, their associates, inspectors, appraisers, and contractors who are authorized to access the Property;
 - (2) other brokers or their associates who may have information about the Property on their websites;
 - (3) acts of third parties (for example, vandalism or theft);
 - (4) freezing water pipes;
 - (5) a dangerous condition on the Property;
 - (6) the Property's non-compliance with any law or ordinance; or
 - (7) Seller, negligently or otherwise.
- C. **Seller agrees to protect, defend, indemnify, and hold Broker harmless from any damage, costs, attorney's fees, and expenses that:**
 - (1) are caused by Seller, negligently or otherwise;
 - (2) arise from Seller's failure to disclose any material or relevant information about the Property; or
 - (3) are caused by Seller giving incorrect information to any person.

15. SPECIAL PROVISIONS:

- 16. DEFAULT:** If Seller does not cooperate with Broker to facilitate the showing, marketing, or sale of the Property or otherwise breaches this Listing, Seller is in default and will be liable to Broker for the amount of the Broker's compensation specified in Paragraph 5A and any other compensation Broker is entitled to

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receive under this Listing; Broker may also terminate this Listing and exercise any other remedy at law. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing Price will be the sales price for purposes of computing compensation. If Broker breaches this Listing, Broker is in default and Seller may exercise any remedy at law.

17. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this Listing that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

18. ATTORNEY'S FEES: If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

19. ADDENDA AND OTHER DOCUMENTS: Addenda that are part of this Listing and other documents that Seller may need to provide are:

- ☐ A. Information About Brokerage Services;
- ☐ B. Seller Disclosure Notice (§5.008, Texas Property Code);
- ☐ C. Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (required if Property was built before 1978);
- ☒ D. Residential Real Property Affidavit (T-47 Affidavit; related to existing survey);
- ☐ E. MUD, Water District, or Statutory Tax District Disclosure Notice (Chapter 49, Texas Water Code);
- ☐ F. PID Disclosure Notice;
- ☐ G. Request for Information from an Owners' Association;
- ☐ H. Request for Mortgage Information;
- ☐ I. Information about Mineral Clauses in Contract Forms;
- ☐ J. Information about On-Site Sewer Facility;
- ☐ K. Information about Property Insurance for a Buyer or Seller;
- ☐ L. Information about Special Flood Hazard Areas;
- ☐ M. Condominium Addendum to Listing;
- ☐ N. Keybox Authorization by Tenant;
- ☐ O. Seller's Authorization to Release and Advertise Certain Information; and
- ☐ P. _____

20. AGREEMENT OF PARTIES:

- A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.
- B. Assignability: Neither party may assign this Listing without the written consent of the other party.
- C. Binding Effect: Seller's obligation to pay Broker earned compensation is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assignees.
- D. Joint and Several: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
- E. Governing Law: Texas law governs the interpretation, validity, performance, and enforcement of this Listing.
- F. Severability: If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.

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Residential Listing concerning _____

- G. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail address specified in Paragraph 1.

21. ADDITIONAL NOTICES:

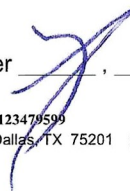
- A. Broker's compensation or the sharing of compensation between brokers is not fixed, controlled, recommended, suggested, or maintained by the Association of REALTORS®, MLS, or any listing service.
- B. In accordance with fair housing laws and the National Association of REALTORS® Code of Ethics, Broker's services must be provided and the Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, familial status, sexual orientation, or gender identity. Local ordinances may provide for additional protected classes (for example, creed, status as a student, marital status, or age).
- C. Broker advises Seller to contact any mortgage lender or other lien holder to obtain information regarding payoff amounts for any existing mortgages or liens on the Property.
- D. Broker advises Seller to review the information Broker submits to an MLS or other listing service.
- E. Broker advises Seller to remove or secure jewelry, prescription drugs, other valuables, firearms and any other weapons.
- F. Broker advises Seller to consult an attorney before using any type of surveillance device in the Property to record or otherwise monitor prospective buyers without their knowledge or consent. Seller should be aware that a prospective buyer might photograph or otherwise record the Property without Seller's knowledge or consent.
- G. Statutes or ordinances may regulate certain items on the Property (for example, swimming pools and septic systems). Non-compliance with the statutes or ordinances may delay a transaction and may result in fines, penalties, and liability to Seller.
- H. If the Property was built before 1978, Federal law requires the Seller to: (1) provide the buyer with the federally approved pamphlet on lead poisoning prevention; (2) disclose the presence of any known lead-based paint or lead-based paint hazards in the Property; (3) deliver all records and reports to the buyer related to such paint or hazards; and (4) provide the buyer a period up to 10 days to have the Property inspected for such paint or hazards.
- I. If Seller is a "foreign person" as defined by federal law, a buyer may be required to withhold certain amounts from the sales proceeds and deliver the same to the Internal Revenue Service to comply with applicable tax law. A "foreign person" is a: (1) nonresident alien individual; (2) foreign corporation that has not made an election under section 897(i) of the Internal Revenue Code to be treated as a domestic corporation; or (3) foreign partnership, trust, or estate. The definition does not include a resident alien individual. Seller notifies Broker that Seller ☐ is ☒ is not a "foreign person" as defined by federal law. If Seller is unsure whether Seller qualifies as a "foreign person" under federal law, Broker advises Seller to consult a tax professional or an attorney.
- J. Broker advises Seller to refrain from transmitting personal information, such as bank account numbers or other financial information, via unsecured email or other electronic communication to reduce risk of wire fraud.
- K. Broker cannot give legal advice. **READ THIS LISTING CAREFULLY.** If you do not understand the effect of this Listing, consult an attorney **BEFORE** signing.

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and Seller



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5240 McCormick Mountain Dr
Austin, TX 78734

Residential Listing concerning _____

Keller Williams Realty

Broker's Printed Name

License No.

DocuSigned by:

11/16/2023

Jaymes Willoughby

☐ Broker's Signature

Date

☒ Broker's Associate's Signature, as an authorized agent of
 Broker

Jaymes Willoughby

Broker's Associate's Printed Name, if applicable

Alex E Jones

Seller's Printed Name

Seller's Signature

Date

11/27/23

Seller's Printed Name

Seller's Signature

Date

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11/2/2015



Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Keller Williams Realty	9010968		(512)448-4111
Licensed Broker /Broker Firm Name or	License No.	Email	Phone
Primary Assumed Business Name			
M.E. Cook	357270	mecook@kw.com	(512)263-9090
Designated Broker of Firm	License No.	Email	Phone
Linda Blair Ramsey	364174	lindaramsey@kw.com	(512)448-4111
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Jaymes Willoughby	348568	listings@jwteam.com	(512)347-9599
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov



WIRE FRAUD WARNING

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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Buyers and Sellers Beware: Criminals are targeting real estate transactions. Don't be a victim of wire fraud.

What is wire fraud and how does it occur? Criminals are targeting real estate transactions by gaining access to electronic communications or sending emails that appear to be from a real estate agent, a title company, a lender, or another trusted source. These fraudulent emails seem legitimate and direct you to wire funds to a fraudulent account. Once you wire funds to the fraudulent account, your money is gone.

How can you protect yourself from wire fraud? You should not send personal information, such as bank account numbers or other financial information, via email or other unsecured electronic communication.

If you receive any electronic communication regarding wiring instructions, even if the communication appears to come from a legitimate source, you should verify the communication's authenticity prior to the transfer of funds in person or via phone call using a recognized phone number that is not found in the communication.

Notice: This brokerage will never use any electronic communications, such as email, text messages, or social media messages, to ask you to wire funds or provide personal information.

If you think you are being targeted in a wire fraud scam, immediately notify law enforcement, your lender, the title company, and your agent.

This form was provided by:

By signing below I acknowledge that I received, read, and understand this information and notice.

Broker's Printed Name

☒ Seller ☐ Buyer

Date

Alex E Jones

By: DocuSigned by:

11/16/2023

By: Jaymes Willoughby
Broker's Associate's Signature

Date

Jaymes Willoughby

☒ Seller ☐ Buyer

Date



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-08-2021

DISCLOSURE OF RELATIONSHIP WITH RESIDENTIAL SERVICE COMPANY

RESIDENTIAL SERVICE CONTRACTS. A residential service contract is a product under which a residential service company, for a fee, agrees to repair or replace certain equipment or items in a property. Co-payments typically apply to most service calls. Residential service companies are licensed and regulated by the Texas Department of Licensing and Regulation. The extent of coverage and the cost of coverage will vary. Before buying a residential service contract, the buyer should read the contract and consider comparing it with the extent of coverage and costs from several other residential service companies. **YOU MAY CHOOSE ANY COMPANY.**

THE PURCHASE OF A RESIDENTIAL SERVICE CONTRACT IS OPTIONAL. The TREC promulgated residential contract forms contain a paragraph in which the parties may negotiate whether the seller will reimburse the buyer the cost of a residential service contract. The choice of the residential service company and extent of coverage lies with the buyer. **NEITHER A BROKER/SALES AGENT NOR A SELLER MAY CONDITION THE SALE OF A PROPERTY ON THE BUYER'S PURCHASE OF A RESIDENTIAL SERVICE CONTRACT.**

☐ Other Broker/Sales Agent will receive no compensation from a residential service company.

☐ Listing Broker/Sales Agent will receive no compensation from a residential service company.

☐ Other Broker/Sales Agent receives compensation from the following residential service company:

☒ Listing Broker/Sales Agent receives compensation from the following residential service company:

Old Republic, American Home Shield

for providing the following services:

for providing the following services:

Marketing

The compensation is not contingent upon a party to the real estate transaction purchasing a contract or services from the residential service company.

The compensation is the fee for the services that Listing Broker or Other Broker, either directly or through an agent, provides to the company. As required by the Real Estate Settlement Procedures Act and HUD Regulation X, any fees paid to a settlement services provider are limited to the reasonable value of services actually rendered.

Other Broker's Name _____ License No. _____

By: _____

The undersigned acknowledges receipt of this notice:

Buyer _____

Buyer _____

Keller Williams Realty

Listing Broker's Name **9010968** License No. _____

By: DocuSigned by: **Jaimes Willoughby** 11/16/2023

Seller **Alex E Jones**

Seller _____



This form has been approved by the Texas Real Estate Commission (TREC) for use by license holders to disclose payments received from a residential service company. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) RSC-3.

RSC-3



GENERAL INFORMATION AND NOTICE TO BUYERS AND SELLERS

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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Be an informed seller or buyer. The following information may assist you during your real estate transaction.

ANNEXATION. If a property is outside the limits of a municipality, the buyer should be aware that the property may later be annexed by a nearby municipality. The buyer may find information on the boundaries of nearby municipalities by contacting the municipalities directly.

APPRAISAL. An appraisal is a valuation of the property. An appraiser renders an estimate of value as of a certain date under assumptions and conditions stated in the appraisal report. Typically, a buyer's lender requires an appraisal to verify that the loan is secured by property that is worth a certain amount. An appraisal is not the same as an inspection.

BROKERS. A real estate broker *represents* a party (buyer or seller) in a real estate transaction or may act as an intermediary between the parties. A party may work with the broker or with one of the broker's agents. Both a buyer and seller will be provided a form titled "Information About Brokerage Services" (TXR 2501) which defines agency relationships. An agent may help a seller market the property or help a buyer locate a property. The agent is obligated to *negotiate* the transaction and may assist in gathering information and may coordinate many details in the transaction. Brokers and agents are not inspectors. They do not possess the expertise to conduct inspections and therefore do not make any representations, warranties, or guarantees about a property's condition. Agents are not attorneys. Parties are encouraged to seek the assistance of an attorney to help in understanding any of the legal consequences and provisions of the contract or transaction.

ENVIRONMENTAL CONCERNS.

General. Over the years the market has identified environmental conditions that buyers should know may exist. Environmental hazards include, but are not limited to, conditions such as: asbestos, lead-based paint, mold, pesticides, radon gas, toxic waste, underground storage tanks, urea-formaldehyde insulation, and other pollutants. Wetlands or endangered species on the property may restrict the use of the property.

Environmental Inspections. If the buyer is concerned that environmental hazards, wetlands, or endangered species may be present on the property, the buyer should hire a qualified expert to inspect the property for such items. The parties may include a promulgated addendum (TXR 1917) in the contract that may address such matters.

Lead-Based Paint. If a property was built before 1978, federal law requires that the seller provide the buyer with: (1) the pamphlet titled "Protect Your Family from Lead in Your Home" (TXR 2511); (2) the records and reports the seller has concerning lead-based paint or hazards; and (3) an opportunity to have the property inspected for lead-based paint or hazards.

Mold. It is not uncommon to find mold spores in a property. The concern about mold increases when there are large amounts of mold found in a property. The Texas Department of Insurance publishes a document titled "Protect Your Home from Mold" (TXR 2507) which discusses mold in more detail.

Oak Wilt and Diseased Trees. There are diseases such as oak wilt and other conditions that may affect trees and other plants. Oak wilt is a fungus that affects certain oak trees. If the buyer is concerned about such matters, the buyer may have the trees and other plants inspected by a professional.

Noise. Surrounding properties are used for a variety of purposes. Some of the uses cause noise (for example, airports, railways, highways, restaurants, bars, schools, arenas and construction). The buyer is encouraged to drive to review the area around the property at various times and days.

EXPANSIVE SOILS. Soil conditions vary greatly throughout Texas. Many soils will move; some more than others. This movement will, many times, affect the foundation of homes and buildings and may cause cracks to appear in walls or other parts of the building. Additionally, if a property is newly constructed, the concrete curing process may also cause the foundation of the building to move. Seasonal changes in the moisture in the soil

may also cause foundations to move. The buyer should check with an inspector and other experts on preventive methods to minimize the risk of such movement.

FIRPTA. The Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) may require buyers in certain transactions involving a seller who qualifies as a "foreign person" to withhold up to 15% of the amount realized by the seller (usually the sales price) for federal taxes. A "foreign person" is defined as a: (1) nonresident alien individual; (2) foreign corporation that has not made an election under section 897(i) of the Internal Revenue Code to be treated as a domestic corporation; or (3) foreign partnership, trust, or estate. The definition does not include a resident alien individual. A seller should notify the buyer whether the seller is a "foreign person" as defined by federal law. If the seller is unsure whether he or she qualifies as a "foreign person", the seller should consult a tax professional or an attorney.

FLOOD HAZARD, FLOODWAYS, AND FLOOD INSURANCE. Many properties are in flood hazard areas. Lenders who make loans on properties located in special flood hazard areas typically require the owner to maintain flood insurance. Additionally, some properties may lie in the floodway. Texas REALTORS® publishes a form titled, "Information about Special Flood Hazard Areas" (TXR 1414), which discusses flood hazard areas and floodways in more detail. The buyer is encouraged to buy flood insurance regardless of whether the property is in a high, moderate, or low risk flood area.

HISTORIC OR CONSERVATION DISTRICTS. Properties located in historic or conservation districts may have restrictions on use and architecture of the properties. Local governments may create historic or conservation districts for the preservation of certain architectural appeal. A property owner may or may not be aware if the property is located in such a district. If the buyer is concerned whether the property is located in such a district, contact the local government for specific information.

INSPECTION, REPAIRS, & WALK-THROUGH.

Inspections. The buyer is encouraged to have the property inspected by licensed inspectors. The buyer should have the inspections completed during any option period. The buyer should accompany the inspectors during the inspections and ask the inspectors any questions. Brokers and agents do not possess any special skills, knowledge or expertise concerning inspections or repairs. If the buyer requests names of inspectors or repair professionals from an agent, the buyer should note that the agent is not making any representation or warranty as to the ability or workmanship of the inspector or repair professionals.

Repairs. The buyer and the seller should resolve, in writing, any obligation and any timing of the obligation to complete repairs the buyer may request before the option period expires.

Walk-Through. Before the close of the sale, the buyer should walk through the property and verify that any repairs are complete. If the condition of the property does not satisfy the contractual provisions, the buyer should notify the buyer's agent before closing.

MANDATORY OWNERS' ASSOCIATIONS. An owners' association may require a property owner to be a member. The buyer may obtain subdivision information (the restrictions applying to the subdivision, the bylaws and rules of the owners' association, and a resale certificate). The buyer may be required to pay for the subdivision information unless otherwise negotiated in the contract. If membership in an owners' association is required, the buyer will probably be obligated to pay periodic dues or assessments. Failure to pay such dues could result in a lien on and foreclosure of the property.

MINERAL INTERESTS. Determining who owns the mineral interests under a property (for example, rights to oil and gas interests) normally requires an expert to review the chain of title to the property. Many times the mineral interests may have been severed from the property and may be owned by persons other than the seller. Contract forms commonly used in Texas provide that the seller's interest, if any, in the mineral interests convey to the buyer as part of the property. However, a seller may wish to retain all or part of the mineral interests. Texas REALTORS® publishes a form titled "Information about Mineral Clauses in Contract Forms" (TXR 2509) which discusses this issue in more detail.

MULTIPLE LISTING SERVICE. The Multiple Listing Service (MLS) is a database and cooperative tool between brokers. Agents who use the MLS must comply with the MLS's rules. The listing agent is required to timely report the current status of a listing, including when the property is sold or leased or is no longer available, as well as the sales price. Subscribers (other brokers, agents, appraisers, and other real estate professionals) and appraisal districts have access to the information for market evaluation purposes. Much of the information in the MLS, such as square footage, assessed value, taxes, school boundaries, and year built is obtained from different sources such as the county appraisal district, an appraiser, or builder. The broker or agent who provides information from the MLS does not verify the accuracy of the information. The buyer should independently verify the information in the MLS and not rely on the information.

PERMITS. Permits may be required to construct, alter, repair, or improve the property. The buyer is encouraged to contact the local government to verify that all required permits have been obtained, as this may impact future plans for the property.

POSSESSION. Most contracts provide that the seller will deliver possession of the property to the buyer at the time the sale *closes and funds or according to a temporary residential lease or other written lease required by the parties*. There may be a short delay between closing and actual funding; especially if the buyer is obtaining funds from a lender. The buyer may need to verify with the lender if the loan will fund on the day of closing. The buyer should also take this potential delay into account when planning the move into the property. Any possession by the buyer before the sale closes and funds (or by the seller after the sale closes and funds) must be authorized by a written lease.

PROPERTY INSURANCE. Promptly after entering into a contract to buy a property and before any option period expires, the buyer should contact an insurance agent to determine the availability and affordability of insurance for the property. There are numerous variables that an insurance company will evaluate when offering insurance at certain coverage levels and at certain prices. Most lenders require that the property be insured in an amount not less than the loan amount. The failure to obtain property insurance before closing may delay the transaction or cause it to end. Texas REALTORS® publishes a document titled, "Information about Property Insurance for a Buyer or Seller" (TXR 2508), which discusses property insurance in more detail.

PROPERTY VALUES. The real estate market is cyclical and current property values may fluctuate. Brokers and agents cannot guarantee desired future market conditions or property values. The ultimate decision on the price and terms a Buyer is willing to buy and a Seller is willing to sell for a specific property rests solely with that Buyer and Seller.

RESIDENTIAL SERVICE CONTRACTS. A residential service contract is a product under which a residential service company, for an annual fee, agrees to repair or replace certain equipment or items in a property (for example, covered appliances, air conditioning and heating systems, and plumbing systems). Co-payments typically apply to most service calls. If the buyer requests names of residential service companies from an agent, the buyer should note that the agent is not making any representation or warranty about the service company.

RESTRICTIONS ON PROPERTY NEAR AN INTERNATIONAL BORDER. Be aware that in certain counties located near an international border, Texas law may prohibit the sale of property lacking required water and sewer services. Even if a sale of such property is permitted, a buyer may face additional costs or restrictions under Texas law due to a lack of basic infrastructure (water, sewer, roads, and drainage). Texas REALTORS® publishes a form titled, "Information Regarding Property Near an International Border" (TXR 2519), which provides more information. Brokers and agents cannot guarantee that a sale of the property is permitted under Texas law or otherwise give legal advice. Consult an attorney.

SCHOOL BOUNDARIES. School boundaries may change and are, at times, difficult to determine. The school boundaries that an agent may provide or that may be provided through a Multiple Listing Service are only mapped estimates from other sources. The buyer is encouraged to verify with the school district which schools residents in the property will attend.

SEPTIC TANKS AND ON-SITE SEWER FACILITIES. Many properties have septic tanks or other on-site sewer facilities. There are several types of such systems. Special maintenance requirements may apply to certain systems. Please refer to a document titled, "Information about On-Site Sewer Facility" (TXR 1407) for more information. The buyer should also determine if the county requires any registration or other action to begin using the septic system or on-site sewer facility.

SEX OFFENDERS AND CRIMINAL ACTIVITY. Neither a seller nor a seller's agent of a residential property has a duty to disclose any information about registered sex offenders. If the buyer is concerned about sex offenders who may reside in the area, access <https://publicsite.dps.texas.gov/SexOffenderRegistry>. Contact the local police department to obtain information about any criminal activity in the area.

SQUARE FOOTAGE. If the purchase price is based on the size of the property's building and structures, the buyer should have any information the buyer receives about the square footage independently verified. Square footage information comes from other sources such as appraisal districts, appraisers, and builders. Such information is only an estimate. The actual square footage may vary.

STATUTORY TAX DISTRICTS. The property may be located in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services (for example a Municipal Utility District, Water Improvement District, or a Public Improvement District). The buyer is likely to receive a prescribed notice when buying property in such a district.

SURVEILLANCE. Be aware that when viewing a property, a seller might record or otherwise electronically monitor a buyer without the buyer's knowledge or consent, and a buyer might photograph or otherwise record the property without the seller's knowledge or consent. The parties should consult an attorney before recording or photographing another person or property.

SURVEY. A survey identifies the location of boundaries, major improvements, fence lines, drives, encroachments, easements, and other items on the property. The buyer should obtain a survey early enough in the transaction to help the buyer identify any encroachments, encumbrances to title, or restrictions. The contract will typically contain a provision which identifies who is responsible for providing a survey and the right to object to encumbrances to title disclosed in the survey.

SYNTHETIC STUCCO. Synthetic stucco (sometimes known as EIFS) is an exterior siding product that was placed on some properties in the recent past. If the product was not properly installed, it has been known to cause damage to the structure (such as wood rot and moisture). If the property has synthetic stucco, the buyer should ask an inspector to carefully inspect the siding and answer any questions.

TAX PRORATIONS. Typically, a buyer and seller agree to prorate a property's taxes through the closing date. Property taxes are due and payable at the end of each calendar year. The escrow agent will estimate, at closing, the taxes for the current year. If the seller is qualified for tax exemptions (for example, homestead, agricultural, or over-65 exemption), such exemptions may or may not apply after closing. After closing the taxes may increase because the exemptions may no longer apply. When buying new construction, the taxes at closing may be prorated based on the land value only and will later increase when the appraisal district includes the value of the new improvements. The actual taxes due, therefore, at the end of the year and in subsequent years may be different from the estimates used at closing.

TERMINATION OPTION. Most contract forms contain an option clause which provides the buyer with an unrestricted right to terminate the contract. Most buyers choose to buy the termination option. The buyer will be required to pay for the termination option in advance. The option fee is negotiable. Most buyers will conduct many of their reviews, inspections, and other due diligence during the option period. The buyer must strictly comply with the time period under the option. The option period is not suspended or extended if the buyer and the seller negotiate repairs or an amendment. If the buyer wants to extend the option period, the buyer must negotiate an extension separately, obtain the extension in writing, and pay an additional fee for the extension. The buyer should not rely on any oral extensions.

TIDE WATERS. If the property adjoins any of the state's tidal waters, the seller will provide the buyer with a prescribed notice titled, "Addendum for Coastal Area Notice" (TXR 1915). Boundaries of properties along such waters may change and building restrictions will apply. If the property is located seaward of the Gulf Intracoastal Waterway, the seller will provide the buyer with a prescribed notice titled, "Addendum for Property Located Seaward of the Gulf Intracoastal Waterway" (TXR 1916).

TITLE INSURANCE OR ABSTRACT OF TITLE. The buyer should obtain a title insurance policy or have an abstract of title covering the property examined by an attorney. If the buyer obtains a title insurance policy, the buyer should have the commitment of title insurance reviewed by an attorney not later than the time required under the contract.

UTILITIES. The buyer should evaluate what utilities the buyer will require and check to be sure that the utilities available in the area suit the buyer's needs. Some structures may or may not have utilities and electrical facilities to support many modern appliances or equipment.

WATER LEVEL FLUCTUATIONS. State law requires the seller to notify a buyer of a property that adjoins a lake, reservoir, or other impoundment of water with a storage capacity of at least 5,000 acre-feet at its normal operating level that the water level may fluctuate. The buyer and seller can find a list of lakes and reservoirs with at least 5,000 acre-feet storage capacity by accessing <http://texasalmanac.com/topics/environment/lakes-and-reservoirs>.

WATER WELLS. If the property has a water well, the buyer should have, and the lender may require, the equipment inspected and water tested. The buyer should also determine if the county requires any registration or other action to begin using the water well.

WIRE FRAUD. Criminals are targeting real estate transactions by gaining access to electronic communications or sending emails that appear to be from a real estate agent, a title company, lender, or another trusted source. Refrain from transmitting personal information, such as bank account numbers or other financial information, via unsecured email or other electronic communication. If the buyer receives any electronic communication regarding wiring instructions, even if the communication appears to come from a legitimate source, the buyer should verify its authenticity prior to the transfer of funds in person or via phone call using a recognized phone number that is not found in the communication.

OTHER.

Surveillance
Sight Unseen / No Option
Property Value

This form was provided by:

Keller Williams Realty
Broker's Printed Name

By signing below I acknowledge that I received, read, and understand this information and notice.


Buyer/Seller 11/21/23
Date

By:  11/16/2023
Broker's Associate's Signature Date

Buyer/Seller Date

Attachment A of the General Information to a Buyer and Seller

_____ **Surveillance Information** - Texas law prohibits audio recording or monitoring of communications if the party recording is not a part of the communications. A Seller not physically present at the home cannot record audio of the showing without the consent of those inside the home. Texas law and Federal law under the Electronic Communications Privacy Act do not prohibit video surveillance recordings that are silent in nature. Therefore, recording from security cameras is generally permitted. However silent video recording/monitoring is a state jail felony in Texas IF the recording invades a person's expectation of privacy of an intimate area, such as a bathroom.

_____ **Sight Unseen/No Option Period** - Buyer understands and assumes any risk and liability of buying the Property without ever seeing or inspecting the Property or without an Option Period. Buyer acknowledges Broker has advised Buyer to include an Option Period in order to have an unrestricted right to terminate the contract and time to evaluate the inspection report. Buyer agrees to hereby release and hold harmless Broker and all its agents and assigns from any and all claims of any nature or kind whatsoever arising from or connected with the Buyer's decision to offer a contract without an Option Period.

_____ **Property Value** - Buyer acknowledges Broker is not a guarantor with regards to the value of any property that Client purchases, and Client understands Broker makes no guarantees with regards to what the value of a property purchased by Buyer may be at any time in the future. Buyer acknowledges Buyer has not relied on any representations made by Broker regarding the current or possible future value of the Property when executing a purchase contract. Buyer understands a purchase contract executed by Buyer is executed at Buyer's sole discretion, and Buyer has been given an opportunity to discuss the contents of any such purchase contract, and the contents of this Disclosure Notice, with an attorney of Buyer's choosing before executing the same.

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE

To Buyer and Seller Alex E Jones

Property Address: 5240 McCormick Mountain Dr, Austin, TX 78734

Date: 11/16/2023 From: Jaymes Willoughby Team AKA JW Team, Keller Williams Realty SWMC

This is to give you notice that your real estate office KW MC 1 Ltd or KW MC 8 Ltd, ("Keller Williams Real Estate Offices"), with which your agent and broker is affiliated, has a business relationship and ownership interest ranging from an estimated 1% to 9% in Primrose Title, LLC and/or Texas Living Title, LLC ("Title Companies"). Your agent or broker may also have an ownership interest in Title Companies ranging from an estimated 1% to 5%. Because of these relationships, this referral may provide Keller Williams Real Estate Offices, agents, and/or owners of Title Companies a financial or other benefit. Keller Williams Realty, Inc. ("KWRI"), which is the franchisor of Keller Williams Real Estate Offices has a business relationship with Keller Williams Real Estate Offices with which your agent and broker is affiliated. Certain officers and directors, of KWRI, have an indirect ownership in the Real Estate Offices ranging from an estimated 1 to 15%. KWRI also has a business relationship with City View Home Lending, Keller Mortgage, and Keller Covered to which it is affiliated. Because of these relationships, this referral may provide KWRI owners, officers or directors a financial or other benefit.

Notice is also given for Shaddock Holdings, LLC ("Shaddock"), which also owns 51% of Title Companies and Capital Title, LLC ("CTOT"). CTOT, has a business relationship with UNITED TAX SERVICE, INC.; UNITEDE-RECORDING, LLC; PREMIER SURVEYING, LLC; CAMBRIDGE INSURANCE AGENCY, LLC; WILLOWBEND MORTGAGE COMPANY, LLC; SHADDOCK & ASSOCIATES, PC; with ownership ranging from 1% to 100%. CTOT also has a business relationship with First National Title Insurance Company, which is a title insurance underwriting company to which CTOT is affiliated. Because of this relationship, this referral may provide Shaddock Holdings, LLC a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed providers as a condition for settlement of your loan on or purchase, sale, or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Service Provider	Services Provided	Charge or Range of Charges
Primrose Title, LLC Texas Living Title, LLC Capital Title, LLC	Title Operations	1% of loan amount
City View Home Lending	Mortgage Broker Lending Services	1-3.5% of loan amount
Keller Mortgage Willowbend Mortgage	Mortgage Lender	1-6% of loan amount
Keller Covered Cambridge Insurance Agency, LLC	Home Owners Insurance	1-2% of property value
United Tax Service, Inc.	Tax Certificates	\$59.80-79.80
United E-Recording	Electronic document recordation	\$4.00-\$10.00 per recorded document

Premier Surveying, LLC	Surveyor	\$400-1500
Service Provider	Services Provided	Change or Ranges of Charges
Shaddock & Associates	Document Preparation	\$75-\$425
First National Title Insurance Agency	Title Insurance	15% of Title Insurance Premium

ACKNOWLEDGMENT

I/we have read this disclosure form and understand that referring party is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

Seller Signature: 

Seller Signature: _____

Buyer Signature: _____

Buyer Signature: _____

Exhibit B

**Willoughby's Declaration in Support of Debtor's Application to Employ Broker to Assist
in the Sale of 5240 McCormick Mountain Drive**

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re: ALEXANDER E. JONES, Debtor.	§ § § § § §	Chapter 11 Case No. 22-33553
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**DECLARATION OF JAYMES WILLOUGHBY IN SUPPORT OF
DEBTOR’S APPLICATION TO EMPLOY BROKER TO ASSIST IN THE
SALE OF 5240 MCCORMICK MOUNTAIN DRIVE**

I, James Willoughby on behalf of Keller Williams Realty declare:

1. That I am a broker with Keller Williams Realty with my principal office located at 1801 S. Mopac Blvd., Ste. 100, Austin, TX 78746.
2. I am over 21 years of age, of sound mind, and am fully competent to testify as to the facts contained in this Declaration. I am a licensed real estate salesperson in the state of Texas. Except as otherwise noted, I have personal knowledge of the matters set forth in this Declaration. The facts contained in this Declaration are true and correct to the best of my knowledge and belief.
3. I submit this declaration (the “Declaration”) pursuant to Rule 2014(a) of the Bankruptcy Rules and in support of the Debtor’s *Application to Employ Broker to Assist in the Sale of 5240 McCormick Mountain Drive*. The Application seeks to employ and retain Keller Williams Realty and its related subsidiary entities, as the Debtor’s real estate broker, pursuant to the terms and conditions of the Listing Agreement. In connection with the proposed representation, Keller Williams Realty anticipates rendering the services outlined in the Application (the “Brokerage Services”) in connection with this Chapter 11 Case.

4. Keller Williams Realty's Austin Southwest Office is the top producing brokerage in Austin, Texas, and their knowledge of real estate like the Lakehouse make them a reliable brokerage firm for this Sale.

5. Keller Williams Realty has attempted to determine its past and present connections, if any, with the Debtor, its creditors, or any parties-in-interest, their representative attorneys and accountants, the United States Trustee, or any person employed in the office of the United States Trustee. In particular, Keller Williams Realty obtained from the Debtor and/or its representatives the names of the individuals and entities that may be parties-in-interest in this Chapter 11 Case. Based upon Keller Williams Realty's internal investigation and to the best of my present knowledge, I am not aware of any connections that Keller Williams Realty has with the Debtor, its creditors or any other parties-in-interest, their respective attorneys and accounts, the United States Trustee, or any person employed in the office of the United States Trustee. However, Keller Williams Realty may have in the past represented, may currently represent, and likely in the future will represent, parties-in interest, including creditors of the Debtor in connection with matters unrelated to the Debtor and this Chapter 11 Case. And, as is part of its customary practice, Keller Williams Realty is involved in cases, proceedings, reorganizations, and transactions involving many different parties, some of which may represent, or be, claimants, or other parties-in-interest in this Chapter 11 Case.

6. To the best of my present knowledge, and unless as otherwise disclosed in this Declaration, neither Keller Williams Realty nor any of its representatives, insofar as I have been able to ascertain, hold any interest materially adverse to the interest of the Debtor's estates or to any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in the Debtor.

7. I believe that Keller Williams Realty, and each of its representatives, is a “disinterested person” within the meaning of Sections 101(14) and 327(a) of the Bankruptcy Code.

8. If any new relevant facts or relationships are discovered or arise, Keller Williams Realty will use reasonable efforts to identify such further developments and will promptly file a supplemental affidavit as Bankruptcy Rule 2014(a) requires.

9. Subject to the Court’s approval, and pursuant to the Listing Agreement, Keller Williams Realty will charge the applicable Debtor a commission of 3% of the gross sales price relating to the sale the Lakehouse Property. Keller Williams Realty’s fees are consistent with and typical of fees charged by other brokerage firms for comparable services under similar circumstances. The fees charged by Keller Williams Realty are market-based and designed to compensate Keller Williams Realty fairly for the work of its professionals and to cover fixed and routine expenses.

10. Keller Williams Realty has been informed and understands that no sale may be consummated, and no commission paid until after notice and a hearing on the proposed sale, and until after such time as the Court approves the sale.

11. To the extent that Keller Williams Realty subsequently discovers any facts bearing on this Declaration, this Declaration will be supplemented, and those facts will be disclosed to the Court at the earliest opportunity.

12. Pursuant to 28 U.S.C. § 1746(2), I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on December 21, 2023

/s/ Jaymes Willoughby
JAYMES WILLOUGHBY

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re: ALEXANDER E. JONES, Debtor.	§ § § § § § §	Chapter 11 Case No. 22-33553
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**ORDER IN SUPPORT OF DEBTOR’S
APPLICATION TO EMPLOY BROKER TO ASSIST IN THE SALE OF
5240 MCCORMICK MOUNTAIN DRIVE**

ON THIS DATE, this Court considered Debtor’s *Application to Employ Broker to Assist in the Sale of 5240 McCormick Mountain Drive* (the “Application”) filed by the above-captioned debtor and debtor-in-possession (the “Debtor”) for the entry of an order (the “Order”) authorizing Debtor to retain and employ Keller Williams Realty as its real estate broker, pursuant to Sections 105(a), 327, and 1107 of Title 11 of the United States Code (the “Bankruptcy Code”), Rule 2014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 2014-1 of the Local Bankruptcy Rules for the Southern District of Texas (the “Local Rules”). Upon review of the Application and the Declaration of Jaymes Willoughby (the Willoughby Declaration”), the Court finds that it has jurisdiction to grant the relief requested in the Application pursuant to 28 U.S.C. §§ 1334 and 157(b)(2).

The Court further finds that due and adequate notice of the Application was served via the court’s electronic transmission facilities and United States First Class Mail upon all necessary parties.

The Court further finds that Keller Williams Realty does not represent or hold any interest adverse to the Debtor or to the estate with respect to the matter on which it is to be employed in

this Chapter 11 Case pursuant to 11 U.S.C. § 327(e).

IT IS THEREFORE,

ORDERED that the Application is hereby **GRANTED**; and it is further

ORDERED that the Debtor is authorized to employ and retain Keller Williams Realty as real estate broker; it is further

ORDERED that Keller Williams Realty shall be compensated in accordance with procedures set forth in the Application and such procedures as may be fixed by order of this Court.

Dated: _____, 2023

UNITED STATES BANKRUPTCY JUDGE